



The Comptroller General
of the United States

Washington, D.C. 20548

Judge

Decision

Matter of: Arlandria Construction Company Inc.

File: B-231144

Date: July 7, 1988

DIGEST

1. Protest that estimated quantities stated in solicitation are wrong is untimely, since it was not filed before bid opening.
2. A contract in a sealed bid procurement must be awarded on the basis of the factors stated in the invitation for bids.

DECISION

Arlandria Construction Company Inc. protests the award of a contract to any other bidder under General Services Administration (GSA) invitation for bids (IFB) No. GS-11P-88-MKC0167 for office space renovation. We dismiss the protest in part and deny it in part.

GSA issued the IFB on March 23, 1988. The total bid price was to be the sum of a base bid and two unit prices. The first unit price was described in the IFB's summary of work as being for "... work in addition to that already shown on the drawings at each existing recessed mounted receptacle to be replaced with new ... duplex convenience receptacle." The second unit price was for additional work at each existing clock outlet. The work summary stated an estimated quantity of 50 for the first unit price item and 5 for the second, and the schedule accordingly required the bidder to extend the unit prices by 50 and 5, respectively. Eighteen bids were received and opened on April 25. Arlandria submitted the lowest base bid, but was only the second lowest total bidder.

Arlandria contends the drawings referenced in the summary of work show a total of 35 existing receptacles, of which 33 are to be replaced as part of the base bid, leaving only 2 receptacles that might be replaced at the unit price.

042648 11-277

Arlandria believes the phrase, "at each existing recessed mounted receptacle," as quoted above, refers to the receptacles indicated on the drawings, but not designated to be replaced. Arlandria states that it therefore computed its unit price based on work on only 2 receptacles, resulting in a higher unit price than it otherwise would have calculated, but was compelled by the schedule to extend that price by 50 for evaluation purposes.^{1/} Arlandria asks that the basis of the award be either the base bid alone or the base bid plus the extension of whatever the bidders' unit prices would have been for the actual total number of recessed receptacles to be replaced.

GSA responds that Arlandria's protest should be dismissed as untimely because it alleges a defect that was apparent prior to the opening of bids. See Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1988). In addition, GSA argues, the solicitation's summary of work clearly indicates to bidders that the work contemplated by the unit price was in addition to that already shown on the drawings. GSA states that the estimate was made after the survey for the drawings to account for recessed receptacles that were not visible because the project area was occupied. The estimate was arrived at based on the knowledge of GSA personnel familiar with the building.

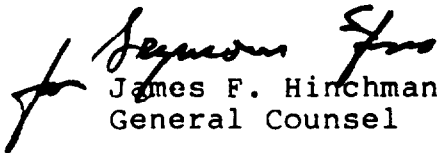
We find no legal merit to the protest. First, to the extent the protest involves Arlandria's view that the first unit price item's estimate was wrong, it is untimely, as argued by GSA. Our Bid Protest Regulations require that alleged improprieties in the solicitation apparent prior to bid opening be protested before then. 4 C.F.R. § 21.2(a)(1).

Second, we find Arlandria's interpretation of the specification and the drawings implausible since the unit price specification clearly refers to work "in addition to" that shown on the drawings, and the specification and the bid schedule both clearly indicate that the unit price was to be for 50 units. Arlandria's assumption that the solicitation did not mean what it expressed, and the firm's decision to calculate a unit price on a basis significantly different than that stated in the IFB, were, in our view, unreasonable.

^{1/} This calculation resulted in an extended price of \$7,500. The other bidders' extended prices ranged from \$2,250 to \$11,250.

Finally, we point out that award on the basis suggested by Arlandria would be improper in any case. A contract must be awarded on the same basis on which bids were invited. See Parker-Kirlin, Joint Venture, B-213667, June 12, 1984, 84-1 CPD ¶ 621 at 7. Here, the IFB explicitly states the basis of award is to be the lowest total price, which is stated to include the lump-sum base price and any associated unit price bids extended by the applicable number of units shown on the bid form.

The protest is dismissed in part and denied in part.


James F. Hinchman
General Counsel